

SAMPLE AFFIDAVIT OF MARRIAGE/DOMESTIC PARTNERSHIP

SECTION I

I, _____ certify that (Complete either "A" or "B"):
Name of Employee (Print)

A. I, and _____ were legally married on _____.
Name of Spouse (Print) Date of Marriage (Print)

-OR-

B. I, and _____ are domestic partners, and we:
Name of Domestic Partner (Print)

1. Share the same regular and permanent residence; and
2. Have a close, personal relationship; and
3. Are jointly responsible for "basic living expenses", as defined below; and
4. Are not married to anyone; and
5. Are each eighteen (18) years of age or older; and
6. Are not related by blood closer than would bar marriage in the State of _____; and
7. Were mentally competent to consent to contract when our domestic partnership began; and
8. Are each other's sole domestic partner and are responsible for each other's common welfare.

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner, which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

SECTION II

A. I understand that this affidavit shall be terminated upon the death of my spouse/domestic partner or by a change of my circumstance attested to in this affidavit.

I agree to notify my payroll/personnel representative if there is any change of circumstances attested to in this affidavit with thirty (30) days of change by filing a Statement of Termination of Marriage/Domestic Partnership.

B. After such termination, I understand that another Affidavit of Marriage/Domestic Partnership cannot be filed until ninety (90) days after a Statement of Termination of Marriage/Domestic Partnership has been filed with my payroll/personnel representative, unless such termination is due to the death of my spouse/domestic partner or dissolution of my marriage.

SECTION III

We understand that is information will be held confidential and will be subject to disclosure only upon our express written authorization or if otherwise required by law.

We understand that this declaration of responsibility for our common welfare may have legal implications under state law.

We understand that a civil action may be brought against us for any losses, including reasonable attorney's fees, because of a false statement contained in this affidavit of Marriage/Domestic Partnership.

We also certify under penalty of perjury, under laws of the State of _____, that the foregoing is correct and true.

I, the undersigned employee, understand that willful falsification of information on this affidavit may lead to disciplinary action, up to and including discharge from employment.

Signature of Employee

Signature of Spouse/Domestic Partner

Address

Address

